

- may either extend the date or declare the Agreement void, retaining any monies paid;
15. Within thirty (30) days after programming commences, provide proof of adequate broadcast liability, general liability, accident and property damage insurance to protect itself, the Permit Holder, and any associated lease holders;
 16. By the fifteenth day of each month of operation, Programmer shall furnish Permit Holder a written summary of the gross advertising revenues for the station for the prior month.
 17. Within ninety (90) days of the end of its fiscal year, Programmer shall provide to Permit Holder audited/reviewed financial statements of Quality Family Companies of Penn-Mar-Va, Inc. Quarterly, unaudited financial statements shall be provided to Permit Holder within sixty (60) days after the end of each fiscal quarter.
 18. Programmer will assign all its rights and obligations under this agreement to Quality Family Companies of Penn-Mar-Va, Inc. upon its incorporation in the state of Delaware.

DEFAULT IN PAYMENT: In the event the Programmer fails to pay any monies due hereunder, or under any other agreement with Permit Holder independent of this agreement, heretofore or hereafter made, within seven (7) days of the designated due date, default shall occur. If the default remains uncorrected seven

(7) days after receipt of notice from Permit Holder, then such default shall accelerate and mature the entire obligations of Programmer evidenced hereby, at the option of the Permit Holder, and Permit Holder may terminate this agreement. Upon such default, in addition to any other remedies at law or equity, Permit Holder, the Prothonotary or any Attorney is hereby authorized to appear for and to confess judgment for the amount of the said obligation of Programmer against Programmer and in favor of Permit Holder, with costs and past due payments, waiving all irregularities, without notice and without asking leave of Court.

Every entity, at any time liable for the payment of the obligation evidenced hereby waives presentation for payment, demand and notice of non-payment, and consents that the Permit Holder may extend the time of payment, of any part or the whole of the obligation, at any time, and such extension shall not be construed as a waiver of Permit Holder's right to enforce the terms hereof on a future occasion.

NOTICE: Any notices pertaining to provisions of this agreement shall be in writing and shall be deemed given three (3) days after mailing by UPS first class mail, postage pre-paid to current addresses of the parties. Either party shall notify the other party, in writing within seven (7) days of any change of the notice address.

If intended for the Permit Holder, it shall be addressed:

Mr. George Gardner
Raystay Co.
P. O. Box 38
Carlisle, PA 17013

If intended for the Programmer, it shall be addressed:

Mr. T. Steve Fenstermacher
Quality Family Companies
P. O. Box 69
Dayton, VA 22821

EFFECTIVE AGREEMENT: This agreement shall bind and inure to the benefit of the respective parties, hereto, their legal representatives, heirs, assigns, executors, administrators and successors or Programmer and Permit Holder and this Agreement shall be absolutely binding and enforceable.


LAW: This agreement and any disputes arising here from shall be governed by the laws of the Commonwealth of Pennsylvania in force as of the date of this Agreement.

BROKERAGE COMMISSION: The Parties hereto represent that the negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Parties and in such manner as not to give rise to any valid claims against any of the Parties hereto for any brokerage commission, finder's fee or other like payment.

THIS is the entire Agreement between the Parties hereto, and supersedes any prior written or oral Agreements between them concerning the subject matter contained herein.

IN WITNESS WHEREOF, the Parties have acknowledged and signed this Agreement intending to be legally bound hereby.


Programmer/Partner 5-22-91 Date


Permit Holder/President 5/22/91 Date


Witness 5-22-91 Date



Witness 5-22-91 Date

EXHIBIT "A"

Agreement CP/License Data

CHANNEL:	55
CALL LETTERS:	W55BP
FILE #:	BPTTL890309NZ
GRANT DATE:	July 24, 1990
EXPIRATION DATE:	January 24, 1992
LOCATION:	Lebanon, PA

OPTION TO BUY AGREEMENT

IT IS HEREBY UNDERSTOOD that QUALITY FAMILY COMPANIES of Dayton, VA., a Virginia partnership, hereinafter referred to as the "Programmer" and "Raystay Co., Carlisle, PA, a Pennsylvania Corporation, hereinafter called the "Permit Holder", have reached an Agreement, on the dates shown below, concerning Low Power Television (LPTV) Construction Permit (CP), hereto;

WHEREAS the Permit Holder has indicated it owns the CP of the LPTV station listed on Exhibit "A", and that such license was granted properly by the Federal Communications Commission (FCC), with the effective and expiration dates as shown, and desires to grant the Programmer the right to purchase the station, and

WHEREAS, the Programmer has indicated the desire to have the option to purchase said station, and

NOW, THEREFORE, it is mutually agreed to proceed under the following terms and conditions:

1. The Programmer shall have the option to acquire the station not earlier than twelve (12) months nor later than thirty four (34) months after the Programmer begins programming the station;
2. Upon notice by Programmer of its intention to exercise the option within the period specified in Paragraph 1 above, both parties shall co-operate in the prompt preparation and filing of the appropriate application forms with the FCC to seek approval to effect the assignment of the CP;
3. Both parties shall be responsible for their own expenses in connection with the application filing, except the parties shall equally divide the cost of any FCC filing fee and required publication fee;
4. The closing of the purchase is conditioned upon FCC approval of the assignment application. If

such FCC approval is not granted within nine (9) months, or denied, either party may terminate this Agreement without further obligation, if it has made a diligent and reasonable effort to effect the application. Such termination does not relieve either party of any obligations that might remain from the programming Agreement;

5. If the FCC approves the desired assignment, closing shall occur within fifteen (15) days of receipt of notice from the FCC that it has approved the desired assignment. Such closing shall take place at a mutually agreeable location;
6. Permit Holder shall deliver a bill of sale assigning all of its rights, title, and interest in and to the station, to Programmer at time of closing. Programmer shall pay any monies due Permit Holder under the purchase option as specified by this Agreement and a deliver a promissory note, financing statement, UCC form and any other document necessary to secure any remaining amount due Permit Holder under this purchase option;
7. The basic purchase price under this purchase option at the end of thirty six (36) months shall be Thirty-four Thousand Three Hundred Thirty Dollars (\$34,330.00), plus Three Percent (3%) of advertising gross revenue for three (3) years;

8. Permit Holder shall credit Seventy-five percent (75%) of each Programmer's monthly payments to the basic purchase price down payment, which shall be Ten Thousand Dollars (\$10,000.00), with the Programmer paying Permit Holder the balance due on the down payment, if any, at closing in cash or immediately available funds. If the credited payment amount is more than the agreed down payment, this amount shall be credited against any remaining basic price balance;
9. Any balance due Permit Holder after deduction of the down payment and any other Programmer credits shall be paid in eighteen (18) equal principal payments starting thirty (30) days after closing and continuing until all monies due Permit Holder are paid in full. Interest shall be paid quarterly on the unpaid principal at a rate of one (1) percent above prime rate in effect at Chase Manhattan Bank at it's due date;
10. In the event Programmer exercises it's option to purchase the station prior to the thirty fourth (34th) month anniversary, Permit Holder shall be entitled to an adjusted basic sale price, per the schedule found in Paragraph 11 below;
11. For each regular monthly principal payment that is not made to the Permit Holder because of the Programmer exercising the purchase option, One-Fourth (1/4) of the monthly amount that would have

been paid per the Agreement dated May 22, 1991,
between the parties, shall be added to the basic
purchase price;

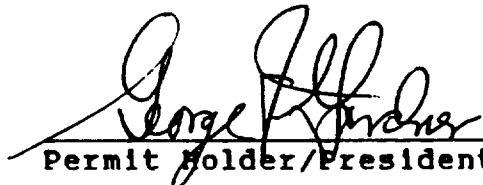
12. Upon exercise of the option, Permit Holder shall
be entitled to 20% of the stock of the Quality
Family Company affiliate owning the station.

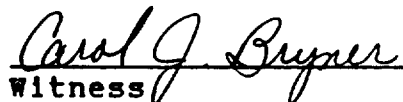
13. Programmer will assign all its rights and
obligations under this agreement to Quality Family
Companies of Penn-Mar-Va, Inc. upon its
incorporation in the state of Delaware.

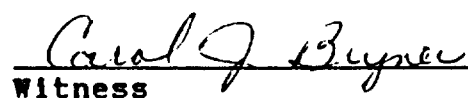
WHEREAS the parties further agree that the clauses found in
the basic program Agreement pertaining to default, notice,
binding heirs and governing law shall apply to this option
Agreement, unless replaced in writing by another Agreement that
is agreeable to, authorized by and signed by both parties;

IN WITNESS WHEREOF, the parties have acknowledged and signed this
Agreement intending to be legally bound hereby.


Programmer/Partner 5-22-91
Date


Permit Holder/President 5/22/91
Date


Witness 5-22-91
Date


Witness 5-22-91
Date

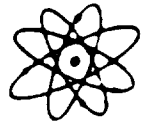
COPY

EXHIBIT "A"

Agreement CP/License Data

CHANNEL:	55
CALL LETTERS:	W55BP
FILE #:	BPTTL890309NZ
GRANT DATE:	July 24, 1990
EXPIRATION DATE:	January 24, 1992
LOCATION:	Lebanon, PA

RAYSTAY CO.



P. O. BOX 38

CARLISLE, PA 17013

(717) 245-0040

BROADBAND COMMUNICATIONS - CATV

August 12, 1991

VIA OVERNIGHT MAIL AND FIRST CLASS MAIL

Mr. T. Steve Fenstermacher
Quality Family Companies
P.O. Box 69
Dayton, VA 22821

Mr. T. Steve Fenstermacher
Quality Family Companies
2870-B South Main Street
Harrisonburg, VA 22801

Dear Mr. Fenstermacher:

This will serve as formal notice to Quality Family Companies of its default under the following agreements with Raystay Co.:

- (1) Agreement for programming dated 5/31/91 (W40AF);
- (2) Option to Buy Agreement dated 5/24/91 (W40AF);
- (3) Agreement for programming dated 5/22/91 (W23AW);
- (4) Option to Buy Agreement dated 5/22/91 (W23AW);
- (5) Agreement for programming dated 5/22/91 (W55BP);
- (6) Option to Buy Agreement dated 5/22/91 (W55BP);
- (7) Agreement for programming dated 5/22/91 (W31AX);
- (8) Option to Buy Agreement dated 5/22/91 (W31AX);
- (9) Agreement for programming dated 5/22/91 (W38BE);
- (10) Option to Buy Agreement dated 5/22/91 (W38BE);
- (11) Agreement for programming dated 5/22/91 (W56CJ); and
- (12) Option to Buy Agreement dated 5/22/91 (W56CJ).

Quality Family Companies has failed to make two payments of \$1,400.00, due July 1, 1991 and August 1, 1991, respectively, in default of the requirements of the W40AF Agreement for programming referred to above. Quality Family Companies has failed to make two payments of \$1,800.00, due July 1, 1991 and August 1, 1991, respectively, in further default of the said Agreement. Quality Family Companies has failed to make two payments of \$1,250.00, due July 1, 1991 and August 1, 1991, respectively, in further default

Federal Communications Commission

Docket No. 11-72 Exhibit No. 7BF 222

Presented by Wm. W. W. W.

Identified 12.2.93

Disposition Received 12.2.93

Rejected

U.S. District Court

12.2.97

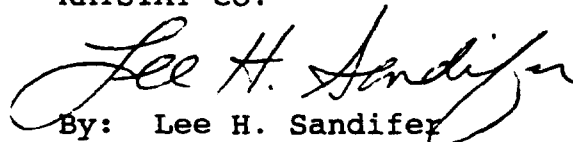
Mr. T. Steve Fenstermacher
August 12, 1991
Page 2

of the said Agreement and in default of that certain Lease Agreement referred to therein. Quality Family Companies has failed to make payment of invoice due July 1, 1991 for disbursements made by Raystay Co. in the amount of \$216.52, in further default of the said Agreements. Quality Family Companies has failed to make payment of employee insurance benefit premiums for the period June 6, 1991 to June 30, 1991, in the amount of \$670.81, in further default of the said Agreements.

If the above-described defaults are not corrected within seven (7) days of Quality Family Companies' receipt of this notice, Raystay Co. intends to exercise the default remedies provided for in the above-referenced Agreements, including acceleration of all obligations of Quality Family Companies and termination of all of the above-referenced Agreements.

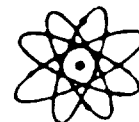
Sincerely,

RAYSTAY CO.


By: Lee H. Sandifer
Vice President

LHS/kew

RAYSTAY CO.



P. O. BOX 38

CARLISLE, PA 17013

(717) 245-0040

BROADBAND COMMUNICATIONS - CATV

August 22, 1991

Mr. T. Steve Fenstermacher
Quality Family Companies
P. O. Box 69
Dayton, VA 22821

Via Overnight and First Class Mail

Dear Mr. Fenstermacher:

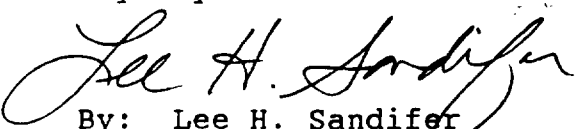
Reference is made to the letter of Raystay Co. dated August 12, 1991, a copy of which is attached hereto. Quality Family Companies has failed to correct any of the defaults specified therein upon proper notice by Raystay Co. Therefore, pursuant to the terms of the Agreements in question, Raystay Co. hereby terminates all of the said Agreements, to wit:

- (1) Agreement for programming dated 5/31/91 (W40AF);
- (2) Option to Buy Agreement dated 5/24/91 (W40AF);
- (3) Agreement for programming dated 5/22/91 (W23AW);
- (4) Option to Buy Agreement dated 5/22/91 (W23AW);
- (5) Agreement for programming dated 5/22/91 (W55BP);
- (6) Option to Buy Agreement dated 5/22/91 (W55BP);
- (7) Agreement for programming dated 5/22/91 (W31AX);
- (8) Option to Buy Agreement dated 5/22/91 (W31AX);
- (9) Agreement for programming dated 5/22/91 (W38BE);
- (10) Option to Buy Agreement dated 5/22/91 (W38BE);
- (11) Agreement for programming dated 5/22/91 (W56CJ); and
- (12) Option to Buy Agreement dated 5/22/91 (W56CJ).

Further, in light of the uncorrected defaults, Raystay Co. hereby notifies Quality Family Companies of its cancellation and termination of the Sublease dated May 31, 1991.

Sincerely,

Raystay Co.


By: Lee H. Sandifer
Vice President

Enclosure

75266

Federal Communications Commission

Docket No. 93-75 Exhibit No. 19F223

Presented by Emmons

Disposition	{	Identified	<u>12-2-93</u>
		Noted	<u>12-2-93</u>
		Revised	

Reported at Wahne

Date 12-2-93

KTBN Channel 40 TV

(714) 832-2950



TBN

Trinity Broadcasting Network

Post Office Box A,

Santa Ana, Ca 92711

2442 Michelle Drive,

Tustin, Ca 92680

Paul E. Couch

Founder/President

June 26, 1991

Raystay Company
P.O. Box 38
Carlisle, PA 17013

Re: Lancaster, Pennsylvania, Channel 23

Dear Broadcaster:

Upon review of our records we find that you own the above low power construction permit, which is about to expire.

As you are aware, the Federal Communications Commission (FCC) has taken a hard-line position on extensions for permits that are in the last stages of viability.

Because of this, we are accepting only those permits we can obtain for basic expenses or on a donation basis. The transfer of permits has become a very costly and time-consuming endeavor.

As of this date, we are still willing to underwrite all transfer and legal fees. Time is of the essence! Contact us immediately at (714) 665-2128.

Sincerely,

George Sebastian
Director Low Power TV

DS:IJ

"And I, if I be lifted up from the earth, will draw all men unto me." John 12:32

75256

Federal Communications Commission

Docket No. 93-75 Exhibit No. 10F 224

Proposed by Emmons

Modified 12.2.93

Disposition Approved 12.2.93

Revised

Revised by W. Walden

Date 12.2.93

KTBN Channel 40 TV

(714) 832-2950



TBN

2

Trinity Broadcasting Network

Post Office Box A,

Santa Ana, Ca 92711

2442 Michelle Drive,

Justin, Ca 92680

Paul F. Couch

Founder/President

June 26, 1991

Raystay Company
P.O. Box 38
Carlisle, PA 17013

Re: Lancaster, Pennsylvania, Channel 31

Dear Broadcaster:

Upon review of our records we find that you own the above low power construction permit, which is about to expire.

As you are aware, the Federal Communications Commission (FCC) has taken a hard-line position on extensions for permits that are in the last stages of viability.

Because of this, we are accepting only those permits we can obtain for basic expenses or on a donation basis. The transfer of permits has become a very costly and time-consuming endeavor.

As of this date, we are still willing to underwrite all transfer and legal fees. Time is of the essence! Contact us immediately at (714) 665-2128.

Sincerely,

George Sebastian
Director Low Power TV

DS:IJ

KTBN (Channel 40) TV

(714) 832-2950



TBN

∞

Trinity Broadcasting Network

Post Office Box A.

Santa Ana, Ca 92711

2442 Michelle Drive.

Costa Mesa, Ca 92680

Paul E. Couch

Founder/President

June 26, 1991

Raystay Company
P.O. Box 38
Carlisle, PA 17013

Re: Lebanon, Pennsylvania, Channel 38

Dear Broadcaster:

Upon review of our records we find that you own the above low power construction permit, which is about to expire.

As you are aware, the Federal Communications Commission (FCC) has taken a hard-line position on extensions for permits that are in the last stages of viability.

Because of this, we are accepting only those permits we can obtain for basic expenses or on a donation basis. The transfer of permits has become a very costly and time-consuming endeavor.

As of this date, we are still willing to underwrite all transfer and legal fees. Time is of the essence! Contact us immediately at (714) 665-2128.

Sincerely,

George Sebastian
Director Low Power TV

DS:IJ

"And I, if I be lifted up from the earth, will draw all men unto me." John 12:32

75257

KTBN Channel 40 TV

(714) 832-2950



TBN

Trinity Broadcasting Network

Post Office Box A,

Santa Ana, Ca 92711

2442 Michelle Drive,

Tustin, Ca 92680

Paul E. Couch

Founder/President

June 26, 1991

Raystay Company
P.O. Box 38
Carlisle, PA 17013

Re: Lebanon, Pennsylvania, Channel 55

Dear Broadcaster:

Upon review of our records we find that you own the above low power construction permit, which is about to expire.

As you are aware, the Federal Communications Commission (FCC) has taken a hard-line position on extensions for permits that are in the last stages of viability.

Because of this, we are accepting only those permits we can obtain for basic expenses or on a donation basis. The transfer of permits has become a very costly and time-consuming endeavor.

As of this date, we are still willing to underwrite all transfer and legal fees. Time is of the essence! Contact us immediately at (714) 665-2128.

Sincerely,

George Sebastian
Director Low Power TV

DS:IJ



TBN

CT

Trinity Broadcasting Network

Post Office Box A,

Santa Ana, Ca 92711

2442 Michell Drive,

Tustin, Ca 92680

Paul E. Couch

Founder/President

June 26, 1991

Raystay Company
P.O. Box 38
Carlisle, PA 17013

Re: Red Lion, Pennsylvania, Channel 56

Dear Broadcaster:

Upon review of our records we find that you own the above low power construction permit, which is about to expire.

As you are aware, the Federal Communications Commission (FCC) has taken a hard-line position on extensions for permits that are in the last stages of viability.

Because of this, we are accepting only those permits we can obtain for basic expenses or on a donation basis. The transfer of permits has become a very costly and time-consuming endeavor.

As of this date, we are still willing to underwrite all transfer and legal fees. Time is of the essence! Contact us immediately at (714) 665-2128.

Sincerely,

George Sebastian
Director Low Power TV

DS:IJ

75259

fax 111 730-3568

KTBN Channel 40 TV

(714) 832-2950



Trinity Broadcasting Network

Post Office Box A.

Santa Ana, Ca 92711

2442 Michelle Drive.

Tustin, Ca 92680

Paul E. Clouch

Founder/President

August 12, 1991

Raystay Company
1312 Holly Pike
Carlisle, PA 17013

Re: Dillsburg, Pennsylvania, Channel 40

Dear Broadcaster:

It has come to my attention that you are the owner of a licensed television facility for Channel 40. Because of economic trends recently, we are aware that many broadcasters are carefully evaluating their positions. With this in mind we would like you to know that we may have an interest in your station since we have no outlet in this community.

Our goal is to continue to acquire stations that may be fed by our satellite signal, but we are not investing in studios or studio equipment.

We, also, have affiliation agreements for broadcasters looking for quality Christian programs to fill that special niche in the market. Our agreements are available upon request for perusal.

Should you be interested in discussing this further, please correspond to the following address P.O. Box C11949, Santa Ana, California, 92711.

Sincerely,


Deanna J. Sebastian
Director, Low Power TV

DJS/IJ

"And I, if I be lifted up from the earth, will draw all men unto me." John 12:32

75281